

STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE  
SECURITIES DIVISION

FILED  
AUG 07 2009

IN THE MATTER OF: )  
)  
MAJIK MOORE a/k/a JUAN MOORE a/k/a ) Cause No. 09-0167 CD  
MAJIK JUAN MOORE a/k/a DOMALE MOORE, SR, )  
GOT CHA BAK, INC. d/b/a AMERICAN CREDIT )  
COUNSELING CORP, and HYLAND REALTY LTD, )  
)  
Respondents. )

**CEASE AND DESIST ORDER AND ORDER TO SHOW CAUSE**

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The Staff of the Office of the Secretary of State, Securities Division, filed an Administrative Complaint against Respondents alleging violations of the Indiana Securities Act, Ind. Code 23-2-1 (“Securities Act”), the Indiana Loan Broker Act, Ind. Code 23-2-5 (“Loan Broker Act”) and requesting that Respondents be ordered to cease and desist from violating the Securities Act and the Loan Broker Act, and that Respondents be barred from the loan broker and securities industries.

Pursuant to Ind. Code § 23-2-1-17.1(a) (2007) and Ind. Code § 23-19-6-4(a), the Securities Commissioner (“Commissioner”) may issue a cease and desist order and order to show cause if the commissioner determines that a person has engaged, is engaging, or is about to engage in an act, practice, or course of business constituting a violation of the Securities Act or a rule adopted or order issued under this article or that a person has materially aided, is materially aiding, or is about to materially aid an act, practice, or course of business constituting a violation of this article or a rule adopted or order issued under the Securities Act.

Based upon the information presented, it appears to the Commissioner that Respondents have engaged in acts constituting violations of the Securities Act. Therefore,

grounds exist under the Securities Act to order the Respondents to immediately cease and desist from violating the Securities Act. The Commissioner finds that this order is in the public interest.

The Commissioner therefore ORDERS that the Respondents, and all persons acting in concert with them and who receive notice of this Order, immediately CEASE AND DESIST from: (1) offering and/or selling securities to Indiana investors unless the securities are registered; (2) offering and/or selling to Indiana residents securities without registration as a broker-dealer and/or an agent; (3) committing fraud in the offer and/or sale of securities.

Pursuant to Ind. Code § 23-2-5-10 the Commissioner may issue a cease and desist order and order to show cause without a hearing whenever it appears to the commissioner that a person has engaged in or is about to engage in an act or a practice constituting a violation of the Loan Broker Act or a rule or an order under this chapter, if there exists a substantial threat of immediate irreparable harm.

Based upon the information presented, it appears to the Commissioner that Respondents have engaged in acts constituting violations of the Loan Broker Act and there is a threat of immediate irreparable harm. Therefore, grounds exist under the Loan Broker Act to order the Respondents to immediately cease and desist from violating the Loan Broker Act. The Commissioner finds that this order is in the public interest.

The Commissioner therefore ORDERS that the Respondents, and all persons acting in concert with them and who receive notice of this Order, immediately CEASE AND DESIST from: (1) brokering loans without the proper licensure; and (2) committing fraud in connection with the services of a loan broker.

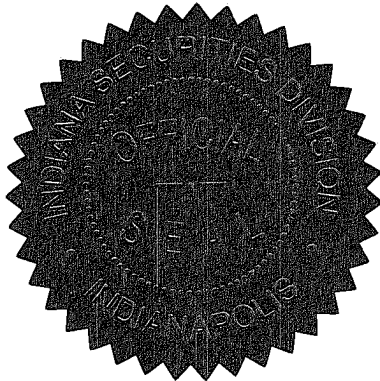
The Commissioner, after reviewing the Administrative Complaint and being duly advised, finds that grounds exist under the Securities Act and the Loan Broker Act to order all Respondents to show cause as to why they should not be permanently barred from the loan broker industry in Indiana and the securities industry in Indiana and why an administrative penalty should not be entered against all Respondents. The Commissioner finds this order is in the public interest.

The Commissioner ORDERS all Respondents to file a written answer or other response to the Administrative Complaint within fifteen (15) days of receipt of this Order AND to appear at a hearing on September 23, 2009 at 10:00 A.M. in the conference room of the Securities Division, located in room E-111 of the Indiana Government Center South, 302 West Washington Street, Indianapolis, Indiana 46204, and SHOW CAUSE as to why Respondents' should not be permanently barred from the loan broker and securities industries in Indiana and why an administrative penalty should not be levied against them.

**This space left blank on purpose.**

If any Respondent requests an earlier hearing in writing, a hearing will be set within fifteen (15) days after receipt of a request in writing from the person. The Commissioner is seeking a civil penalty and costs of the investigation against the Respondents.

ORDERED at Indianapolis, Indiana, this 7<sup>TH</sup> day of AUGUST, 2009.



TODD ROKITA  
SECRETARY OF STATE

A handwritten signature in black ink, appearing to be "CN" or "Chris Naylor", written in a cursive style.

CHRIS NAYLOR  
SECURITIES COMMISSIONER

STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE  
SECURITIES DIVISION

IN THE MATTER OF:

MAJIK MOORE a/k/a JUAN MOORE a/k/a  
MAJIK JUAN MOORE a/k/a DOMALE MOORE, SR,  
GOT CHA BAK, INC. d/b/a AMERICAN CREDIT  
COUNSELING CORP, and HYLAND REALTY LTD,

Respondents.

)  
)  
) Cause No. 09-0167 CD

**FILED**  
AUG 07 2009

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**ADMINISTRATIVE COMPLAINT**

**Statement**

The Staff of the Indiana Secretary of State, Securities Division ("Staff"), files this Administrative Complaint to commence an adjudicative proceeding against Respondents for violating the Indiana Securities Act, Ind. Code 23-2-1 ("Securities Act"), and the Indiana Loan Broker Act, Ind. Code 23-2-5 ("Loan Broker Act").

**Jurisdiction and Authority**

1. The Securities Division ("Division") is a division of the Office of the Secretary of State with jurisdiction over matters relating to securities, as provided by the Securities Act. The Securities Act authorizes the Division to regulate: 1) the offer and/or sale of securities; 2) those individuals offering and/or selling securities; and 3) prohibits fraud in connection with the offer and/or sale of securities.
2. The Division brings this action pursuant to the enforcement authority conferred upon it by Ind. Code § 23-2-1-15 (2007) and 710 Ind. Admin. Code 1-19, or Ind. Code §23-19-6. The Division has the authority to conduct an adjudicative proceeding to enforce the provisions of the Securities Act and all Rules promulgated thereunder.

3. The Division has jurisdiction over matters relating to loan brokers, as provided by the Loan Broker Act. The Loan Broker Act authorizes the Securities Commissioner (“Commissioner”), among other things, to regulate: (1) the licensing of loan brokers; (2) the registration of originators; and (3) prohibits fraud in connection with the Loan Broker Act.
4. This action is brought pursuant to the enforcement authority conferred by Ind. Code § 23-2-5-10, where the Commissioner has the authority to order rescission, restitution, or disgorgement, including interest at the rate of eight percent (8%) per year, directed to a person who has violated this chapter or a rule or order under the Loan Broker Act.
5. The purpose of the Loan Broker Act is to regulate loan brokering in an effort to protect those who transact business with loan brokers. *Becker v. Four Points Inv. Corp.*, 708 N.E.2d 29, 31 (Ind. Ct. App. 1999).
6. All of the actions and practices constituting violations occurred in Indiana.
7. The Division reserves the right to amend this Administrative Complaint and/or file additional Administrative Complaints to reflect information developed during an ongoing investigation.

### **Respondents**

8. Majik Moore a/k/a Juan Moore a/k/a Majik Juan Moore a/k/a Domale Moore, Sr (“Moore”), is an individual and can be served at 2015 Sharon Avenue, Indianapolis, IN 46222.
9. Got Cha Bak, Inc. d/b/a American Credit Counseling Corp (“Got Cha Bak”), is a for profit domestic corporation created in Indiana on September 17, 2001. Got Cha Bak can be served care of Juan Moore at 120 E Market, Ste 1203, Indianapolis, IN 46204.

10. Moore is the registered agent, incorporator, president and secretary of Got Cha Bak.
11. Hyland Realty Ltd (“Hyland Realty”) is a for profit domestic corporation created in Indiana on September 25, 2008. Hyland Realty can be served care of Majik Juan Moore, 120 E Market, Ste 1203, Indianapolis, IN 46204.
12. Moore is the registered agent, incorporator, and CEO of Hyland Realty.
13. None of the Respondents have been licensed to be a loan broker in Indiana.
14. None of the Respondents have been registered as a loan originator in Indiana.
15. None of the Respondents have been licensed to sell securities in Indiana.
16. None of the securities sold by Respondents have been registered in Indiana.

### **Facts**

#### Sara Dixon

17. On April 8, 2008, Sara Dixon (“Dixon”) made a check payable to Hyland Realty for \$9,000 in consideration for the Investment Agreement executed on April 9, 2008. The check was written on Dixon’s Charter One bank account.
18. On April 9, 2008, Dixon’s check for \$9,000 was deposited into an account for American Credit Counseling Corp by Juan Moore.
19. On April 9, 2008, Dixon and Hyland Realty entered into an Agreement Between Hyland Realty and New Real Estate Partner (“Investment Agreement”). This Investment Agreement is attached as Exhibit A.
20. Dixon resides in Indianapolis, Indiana.

Donald and Constance Portis

21. On February 4, 2009, Donald and Constance Portis (“The Portis’s”) made a check payable to Hyland Realty for \$4,200. The check was for a down payment. The check was written on the Portis’s Charter One bank account.
22. On February 4, 2009, a Good Faith Estimate was prepared by Hyland Realty for the Portis’s for real estate located at 6857 Marmont Court, Indianapolis, IN 46220. This Good Faith Estimate is attached as Exhibit B.
23. On February 4, 2009, a Mortgage Approval Letter for the Portis’s purchase of real estate was issued by Domale Moore, Sr. of Forestar Financial Services. This Mortgage Approval Letter is attached as Exhibit C.

Carol and Orville Rowley

24. On March 31, 2009, Hyland Realty and Got Cha Bak entered into an Exclusive Client Agreement (“Client Agreement”) with Carol and Orville Rowley (“the Rowleys”). This Client Agreement is attached as Exhibit D.
25. Paragraph 3B of the Client Agreement with the Rowleys states, “Hyland Realty LTD’s sole responsibilities to Client shall be to secure initial acquisition of real property and assist to the extent requested by Client in negotiating the financing terms of and filling out such applications, real estate purchase and sales agreements.”
26. Paragraph 5 of the Client Agreement with the Rowleys is entitled Consulting Fees. Per paragraph 5, Hyland Realty and Got Cha Bak are entitled to an earnest deposit of \$1,500, 10% down payment of identified loan amount and/or purchase price of real property and 100% of negotiated pay off of real property secured by mortgage (Held by Private Lender). Per the Client Agreement, all of these fees are non refundable.

27. Between January 2008 and January 2009, the Rowleys paid Got Cha Bak \$7,172 with checks written on their Teachers Credit Union account.

28. The Rowleys reside in Indianapolis, Indiana.

Kentika Williams

29. On January 13, 2009, Kentika Williams (“Williams”) paid Moore and Hyland Realty \$1,100 in cash.

30. On January 13, 2009, Hyland Realty and Got Cha Bak entered into an Exclusive Client Agreement (“Client Agreement”) with Williams. This Client Agreement is attached as Exhibit E.

31. Paragraph 3B of the Client Agreement with Williams states, “Hyland Realty LTD’s sole responsibilities to Client shall be to secure initial acquisition of real property and assist to the extent requested by Client in negotiating the financing terms of and filling out such applications, real estate purchase and sales agreements.”

32. Paragraph 5 of the Client Agreement with Williams is entitled Consulting Fees. Per paragraph 5, Hyland Realty and Got Cha Bak are entitled to an application fee of \$250, an earnest deposit of \$1,500, 10% down payment of identified loan amount and/or purchase price of real property, 100% of negotiated pay off of real property secured by mortgage (Held by Private Lender), and 100% of purchase price of real property secured by Down Payment and Proof of Funds. Per the Client Agreement, all of these fees are non refundable.

33. On February 11, 2009, Williams paid Moore and Hyland Realty \$3,450 in cash.

34. On April 1, 2009, Kentika Williams (“Williams”) executed a Mortgage Approval Letter for Williams’ purchase of 4842 Arabian Run, Indianapolis, IN 46228, from Domale

Moore, Sr. of Forestar Financial Services. This Mortgage Approval Letter is attached as Exhibit F.

35. On April 10, 2009, Hyland Realty prepared a Good Faith Estimate for Williams' purchase of 4842 Arabian Run, Indianapolis, IN 46228. This Good Faith Estimate is attached as Exhibit G.
36. Williams resides in Indianapolis, Indiana.

**Count I as to Moore and Hyland Realty-Offer and Sale of Unregistered Securities**

37. This section incorporates by reference all preceding sections and paragraphs.
38. "It is unlawful for any person to offer or sell any security in Indiana unless: (1) it is registered under this chapter; (2) the security or transaction is exempted under section 2 [] of this chapter; or (3) it is a federal covered security." Ind. Code § 23-2-1-3 (2007).
39. "'Security' means a . . . stock, certificate of interest or participation in a profit-sharing agreement, . . . investment contract, . . . or, in general, an interest or instrument commonly known as a "security", or a certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant, option, or right to subscribe to or purchase, any of the foregoing." Ind. Code § 23-2-1-1(k) (2007).
40. Four elements are required for an "investment contract": (1) an investment, (2) in a common venture, (3) premised upon a reasonable expectation of profits, and (4) to be derived from the entrepreneurial or managerial efforts of others. *Securities and Exchange Commission v. W.J. Howey Co.*, 328 U.S. 293, 300 (1946).
41. The Investment Agreement between Hyland Realty and Dixon attached as Exhibit A is a security.
42. A check of the records maintained by the Securities Division confirmed no registration,

granted exemption, or notice filing indicating status as a “federal covered security” for the securities offered by Moore and Hyland Realty.

43. Moore and Hyland Realty offered and sold unregistered securities, in violation of the Securities Act, specifically Ind. Code § 23-2-1-3 (2007).

**Count II as to Moore and Hyland Realty-Offer by Unregistered Agent**

44. This section incorporates by reference all preceding sections and paragraphs.
45. “It is unlawful for a person to transact business in Indiana as . . . [an] agent unless the person is registered under this chapter.” Ind. Code § 23-2-1-8 (2007).
46. “‘Agent’ means an individual . . . who represents . . . [an] issuer in effecting or attempting to effect purchases or sales of securities. A partner, officer, or director of . . . [an] issuer or a person occupying a similar status or performing similar functions is an agent only if the person effects or attempts to effect a purchase or sale of securities in Indiana.” Ind. Code § 23-2-1-1(b) (2007).
47. “‘Issuer’ means a person who issues or proposes to issue a security.” Ind. Code § 23-2-1-1(f) (2007).
48. Moore and Hyland Realty received consideration from Dixon in exchange for the Investment Agreement attached as Exhibit A. Moore and Hyland Realty effected these transactions meaning they acted as the agent and the issuer.
49. Moore and Hyland Realty were not registered in the State of Indiana to offer or sell securities.
50. Moore and Hyland Realty violated Ind. Code § 23-2-1-8 (2007) by offering and selling securities as unregistered agents.

### **Count III as to all Respondents-Fraudulent or Deceitful Acts**

51. This section incorporates by reference all preceding sections and paragraphs.
52. “It is unlawful for any person in connection with the offer, sale or purchase of any security, either directly or indirectly, (1) To employ any device, scheme or artifice to defraud, or (2) To make any untrue statements of a material fact or to omit to state a material fact necessary in order to make the statements made in the light of circumstances under which they are made, not misleading, or (3) To engage in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person.” Ind. Code § 23-2-1-12 (2007).
53. Moore and Hyland Realty sold Dixon an investment in Hyland Realty in April 2008. Hyland Realty did not exist until September 2008.
54. Moore and Hyland Realty employed a device, scheme and artifice to defraud Dixon by selling her a security in a company that did not exist in violation of Ind. Code § 23-2-1-12 (2007).
55. The fact that Hyland Realty was not in existence in April 2008 was a material fact that should have been disclosed to Dixon by Moore and Hyland Realty in violation of Ind. Code § 23-2-1-12 (2007).
56. Moore and Hyland Realty violated Ind. Code § 23-2-1-12 (2007) by omitting to state a material fact by not informing Dixon that her investment of \$9,000 would actually go to benefit Moore and Got Cha Bak, Inc. d/b/a American Credit Counseling Corp and not Hyland Realty.

### **Count IV as to all Respondents-Unlicensed Loan Broker**

57. This section incorporates by reference all preceding sections and paragraphs.

58. Ind. Code § 23-2-5-4(a) states, “A person may not engage in the loan brokerage business in Indiana unless the person first obtains a license from the commissioner. Any person desiring to engage or continue in the loan brokerage business shall apply to the commissioner for a license under this chapter.”
59. Ind. Code § 23-2-5-3(e) states in part, ““Loan broker” means any person who, in return for any consideration from any source procures, attempts to procure, or assists in procuring, a loan from a third party or any other person, whether or not the person seeking the loan actually obtains the loan.”
60. Respondents were acting as a loan broker by preparing the Good Faith Estimate for the Portis’s, entering into the Client Agreement with the Rowleys, and entering into the Client Agreement and preparing the Good Faith Estimate for Williams.
61. None of the Respondents have ever been licensed as a loan broker with the Securities Division.
62. Respondents have violated the Loan Broker Act by acting as a loan broker without a license.

**Count V as to all Respondents-Illegal Collection of Fees**

63. This section incorporates by reference all preceding sections and paragraphs.
64. Ind. Code § 23-2-5-20 states in part, “A person shall not, in connection with a contract for the services of a loan broker, either directly or indirectly, collect or solicit any consideration, except a bona fide third party fee, in connection with a loan until the loan has been closed.”
65. Respondents were acting as a loan broker for the Portis’s, the Rowleys, and Williams.

66. The Client Agreements with the Rowleys and Williams demand up front, non refundable fees.
67. Respondents collected \$4,200 from the Portis's, \$7,172 from the Rowleys, and \$4,550 from Williams all in violation of Ind. Code § 23-2-5-20.

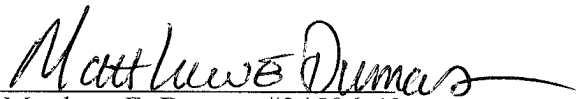
### **Relief Requested**

The Division requests that the Commissioner take the following actions:

- a) Find as fact the allegations set forth in this Administrative Complaint;
- b) Impose a civil penalty in an amount not to exceed \$10,000 for each violation of the Securities Act and Loan Brokers Act committed by Respondents;
- c) Permanently bar Respondents from the loan broker industry in Indiana and the securities industry in Indiana;
- d) Order Respondents to pay the costs of the investigation of this matter;
- e) Restitution for anyone damaged by the Respondents;
- f) Find that all the sanctions and remedies requested are in the public interest and necessary for the protection of Indiana investors and borrowers; and,
- g) All other proper relief.

Respectfully submitted,

INDIANA SECRETARY OF STATE  
SECURITIES DIVISION



Matthew E. Dumas, #24596-49

Enforcement Attorney

302 W Washington Street, Room E-111

Indianapolis, IN 46204

317.232.6686 (Phone)

317.233.3675 (Fax)

[medumas@sos.in.gov](mailto:medumas@sos.in.gov)

**AGREEMENT BETWEEN HYLAND REALTY  
AND NEW REALESTATE PARTNER**

COPY

This is an agreement between HYLAND REALTY ("Company") and SARA DIXON ("Partner"). This agreement is entered into this 9<sup>TH</sup> day of APRIL 2008.

**Purpose:** The purpose of this agreement is invite a Partner to provide Company with a qualifying credit profile to establish a new customer base in order to yield a higher closure rate on identified properties identified by the Company. This is done by the Partner making his/her credit available and/or Capital, to the Company for the purposes of assisting a client in purchasing a home. The credit line made available will depend on the property purchased.

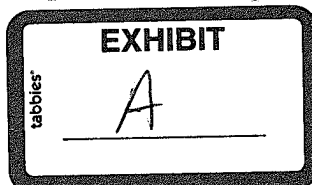
**Qualifications:** In order to participate in this agreement, the Partner must have an average credit score of 620 points and or sufficient capital.

**Duties of Partner:**

1. Provide Company with social security number, date of birth, full name and address in order to obtain the Partner's credit score.
2. Provide Company with W-2's from the previous two years, the most recent two pay stubs, the last two months of bank statements and a copy of the Partner's social security card and any additional information necessary to close the transaction in progress.
3. Provide capital and/or credit for the means to acquire subject properties.
4. Provide any and all resources to Company to aid the volume and quality of this Agreement.
5. Provide credit in the event Company must establish LOC (line of credit) to aid investor and/or buyer to obtain possession of subject property.

**Duties of Company:**

1. Maintain the confidentiality of Partner's personal information and only disclose such information to outside parties as is necessary to conclude business involving targeted property.
2. Following the closing of the subject property, submit to Partner an amount up to 25% of invested Capital utilized to purchase subject property by Company,



but in all. Such check shall be submitted to Partner within 24 to 72hrs to secure selected property.

3. The Company will utilize the Partner's credit line of up to the appraised value of the property.
4. The Company will locate the investor and property in question.
5. The Company shall be responsible for all closing costs, property taxes, maintenance, or any other expenses incidental to the property ownership.
6. If the prospective investor beaches the agreement to purchase the property, the Company has the sole responsibility to locate another investor and/or buyer.
7. Company will be solely responsible for ordinance upkeep of subject property prior to sell of said property. The Partner will not at any time be responsible for the former or any and all other expenses of property including but not limited to taxes and/or encumbrances.
8. Unscheduled Bonus Compensations will be paid out to Partner by Company in the amounts subject to accrued profits of subject properties.

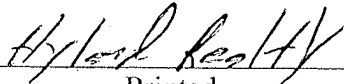
**Governing Law:** This agreement shall be governed under the laws of the State of Indiana.

**Entire Agreement:** This document constitutes the entire agreement between the parties and there are no further agreements verbal or otherwise between the parties. This agreement may only be modified in writing and signed by both parties.

Hyland Realty

By: 

Authorized Personnel




Printed

4/9/08

Date

By: 

Partner



Printed

4/9/08

Date

# HYLAND REALTY LTD.

## GOOD FAITH ESTIMATE

120 East Market, Suite 1203  
Indianapolis, IN 46204  
02/04/09

Program: **PRIVATE LENDING HOME BUYER**

New Owner: **CONNIE PORTIS & DONALD PORTIS**

Property: **6857 MARMONT CT.-46220**

Prepared By: **HYLAND REALTY LTD.**

The following information provided reflects all costs to be incurred for said New Owner in the efforts to obtain possession of subject property. Such costs may be more or less depending on the seen or unforeseen events that may or may not occur during the development of transactions necessary for the purpose of taking acquisition of subject property and ensuring a successful transfer of possession to New Owner.

ITEMS PAYABLE BY NEW OWNER	COSTS
APPLICATION FEE	\$275.
EARNEST DEPOSIT	\$1500.
DOWN PAYMENT	\$<4,200.>
RATE BY DOWN	\$0.00
SECURITY AGREEMENT	\$5,000.
CONTACTOR ESTIMATE	\$100.
WIRE TRANSFER FEE	\$20.
NOTARY FEES	\$55.
ATTORNEY FEES	\$55.
PRIVATE LENDER ESCROW LOC FEE	\$500.
DOCUMENT PREPARATION FEE	\$195.
HAZARD INSURANCE PREMIUM	\$0.00
<b>PURCHASE PRICE PAYOFF</b>	
1 <sup>ST</sup> YR.\$ 115,000.	2 <sup>ND</sup> YR.\$120,000.
3 <sup>RD</sup> YR.\$125,000.	4 <sup>TH</sup> YR.\$130,000.
5 <sup>TH</sup> YR.\$135,000.	
<b>TOTAL ESTIMATED FUNDS NEEDED TO CLOSE</b>	<b>TOTAL ESTIMATED MONTHLY PAYMENT</b>
ESTIMATED CLOSING COSTS: \$7,700.	HOMEOWNER ASSOCIATION DUES: \$0.00
NOTE AMOUNT: \$75,000.	NOTE PAYMENT: \$829.65
CASH TO NEW OWNER: \$0.00	PRIVATE MORTGAGE INSURANCE: \$100.
	TOTAL MONTHLY PAYMENT: \$929.65

PP  
NEW OWNER INITIALS

Connie Portis  
NEW OWNER SIGNATURE

**EXHIBIT**

B

02/05/09

**FINANCIAL SERVICES**

**Mortgage Approval Letter**

*This certifies that*

**CONNIE PORTIS & DONALD PORTIS**

**Subject Property: 6857 MARMONT CT-46220/ OR SIMILAR**

*Has been Pre-Approved for a Mortgage in the amount of*

**\$75,000.00**

*From FORESTAR FINANCIAL subject to the following conditions;*

1. No change in employment or income.
2. No change in credit history, i.e., new loans, judgments, etc.
3. Final inspection for completion and re-verification of appraised value on subject property.
4. Clean Title on subject property.
5. Additional Conditions:

6. **4,200. DOWN PAYMENT**

**2007 & 2008 RETURNS**

  
Signature

**02/04/09**  
Date

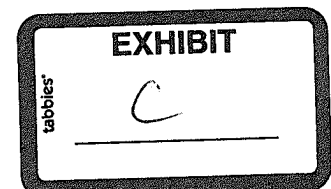
**DOMALE MOORE SR.  
ESCROW DEPARTMENT  
Bus: 317-529-4649**

Such funds availability shall expire upon the 4<sup>TH</sup> day of FEBRUARY 2009.

Forward any further and or new inquests of the same to: Attent: MAJIK MOORE  
CEO/CHAIRMAN 317-529-4649 or [forestar\\_financial@yahoo.com](mailto:forestar_financial@yahoo.com)

Sincerely,

Forestar®



# HYLAND REALTY LTD.

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## HYLAND REALTY LTD. EXCLUSIVE CLIENT AGREEMENT

It is Company policy, therefore mandated that before Buyer is represented as a client of Hyland Realty LTD, Buyer must first enter into a written agreement to ensure the proficiency of the following transaction(s).

For and in consideration of the mutual promises contained herein and other good and valuable consideration, CAROL ROWLEY & ORVILLE ROWLEY as buyer (hereinafter referred to as "Client") and GOT CHA BAK INC. as liaison and its affiliated licensees (hereinafter collectively referred to as "Hyland Realty LTD.") do hereby enter into this Agreement, this date of MARCH 31, 2009.

### **1. Exclusive Buyer's Agreement.**

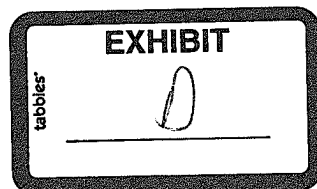
Client hereby selects Hyland Realty LTD. to act as Client's exclusive liaison and representative to assist Client in locating and negotiating the purchase or exchange of real property. Client has not entered into buyer agreement with any other parties or has terminated any previous buyer agreements and/or buyer brokerage agreements. The term of this Agreement shall begin on the date of MARCH 31, 2009 and shall continue through the date of MARCH 31, 2014, unless otherwise terminated in accordance with this Agreement.

### **2. Independent Contractor Relationship.**

This Agreement shall create an independent contractor relationship between Hyland Realty LTD and Client. Hyland Realty LTD shall at no time be considered an employee or Broker of Client.. Buyer acknowledges that the real estate licensees affiliated with Hyland Realty LTD are independent contractors of Hyland Realty LTD and/or separate entities apart from Hyland Realty LTD and are not Hyland Realty LTD employees.

### **3. Hyland Realty LTD's Expectations to Client. Hyland Realty LTD's sole responsibilities to Client shall be to:**

- A. diligently attempt to locate primarily Bank Owned property in the zip codes specified by Client for purchase
- B. Secure initial acquisition of real property and assist to the extent requested by Client in negotiating the financing terms of and filling out such applications, real estate purchase and sales agreements; and
- C. comply with all applicable laws in performing such responsibilities



# HYLAND REALTY LTD.

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#### 4. Client's Expectations. Client agrees to:

- A. work only with Hyland Realty LTD (and not with any other individuals, separate entities, real estate brokers, licensees or sellers) in identifying, previewing, and seeing property for purchase by Client.
- B. Be available to meet with Hyland Realty LTD specified affiliate and/or representative to see property
- C. Timely response to communications from Hyland Realty LTD
- D. Provide Hyland Realty LTD with accurate information as requested by Hyland Realty LTD (including financial information about Client; financial ability to complete the transaction and written authorization to obtain verification of funds)
- E. Inspect and otherwise become interested , any improvements located on such property and the neighborhood surrounding such property; and
- F. Become familiar with the terms of any purchase agreement and other documents which Client may sign and comply with the expectations, responsibilities and deadlines contained therein

#### 5. Consulting Fees.

Hyland Realty LTD shall seek to be paid a consulting fee from Client. [The sections not marked shall not be part of this Agreement].

☐ \$250. Application Fee (Single Applicant)

☐ \$375. Application Fee (Joint Applicants)

*\* Application fees activates the diligence pertinent to executing Acquisition procedures but not limited to: completing a full standard mortgage application, providing any and all financial documentation for the past 2 fiscal years including bank statements and check stubs, obtaining a full copy of current FICA Credit report, providing proof of funds prior to Hyland Realty LTD submitting Acquisition Offer.*

☒ \$1,500. Earnest Deposit (Real Property Market Value < \$250K)

☐ \$2,750 Earnest Deposit (Real Property Market Value < \$500K > \$250K)

☐ \$3950 Earnest Deposit (Real Property Market Value < \$750K > \$500K)

☐ \$5000 Earnest Deposit (Real Property Market Value < \$1M > \$750K)

☐ \$10,000 Earnest Deposit (Real Property Market Value > \$1M)

*\* Earnest Deposits initiate the diligence necessary for Hyland Realty LTD to submit the Acquisition Offers but not limited to: all earnest monies, down payments, acquisition costs and contractor estimates etc. All said funds are non refundable.*

☒ (10) ten percent (%) **Down Payment** of identified loan amount and/or purchase price of real property.

☒ (100) one hundred percent (%) of negotiated pay off of real property secured by mortgage (Held by Private Lender).

☐ (100) one hundred percent (%) of purchase price of real property secured by **Down Payment and Proof of Funds.**

# HYLAND REALTY LTD.

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Of all real property in INDIANA which Hyland Realty LTD purchases or contracts to purchase during the term of this Agreement for Client whether or not the property has been identified to Hyland Realty LTD by Client. In addition, if Client opts to cancel this agreement for any foreseen and or unforeseen circumstances, Client shall forfeit any and all tender rendered to Hyland Realty LTD furthermore, Client will be subject to all costs and damages incurred to Hyland Realty LTD up to the Market Value of subject real property at such time.

**6. Limits on Hyland Realty LTD's Authority and Responsibility.**

Client acknowledges and agrees that Hyland Realty LTD:

- A. may show property in which Client is interested to other prospective clients;
- B. shall not be responsible to advise Client on any matter including but not limited to: any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of the utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing; and the uses and zoning of the property whether permitted or proposed. Client acknowledge that Hyland Realty LTD is not an expert company with the respect to the above matters and that, if any of these matters or any other matters are of concern to Client, Client should seek independent expert advice relative thereto. Client acknowledges that Hyland Realty LTD and /or its affiliates shall be solely responsible to monitor and/or supervise any portion of any construction or repairs to property and that such tasks shall only be conducted by Hyland Realty LTD and/or its affiliates.
- C. shall owe no expectations or responsibilities to Client nor have any authority on behalf of Client other than what is set forth in this Agreement;
- D. shall make all known disclosures required by law;
- E. shall not be responsible for insuring that Client complies with the responsibilities and deadlines contained in any purchase agreement entered into by Client and that Client shall be solely responsible for the same; and
- F. shall, under no circumstances, have any liability of the subject real estate property identified by Client and/or fees, deposits and/or any down payments paid hereunder to Hyland Realty LTD (excluding any commission amount paid to cooperating real estate broker, if any)

# HYLAND REALTY LTD.

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G. shall be held harmless from any and all claims, causes of action, or damages arising out of or relating to:

1. inaccurate and/or incomplete information provided by Hyland Realty LTD to Client,
2. fees, deposits or down payments handled by anyone other than Hyland Realty LTD; or
3. any injury to persons on the property and/or loss of damage to the property or anything contained therein

7. **Extension.** If during the term of this Exclusive Client's Agreement, Hyland Realty LTD is unable to obtain acquisition on subject property for whatever reason whatsoever, then the original expiration date of this Agreement shall be extended for the number of days necessary for such acquisition to be obtained for Client on identified real property..

*\*Due to properties being Bank Owned, it is requested that clients select (2) two real properties prior to Hyland Realty LTD submitting its Acquisition Offer, to ensure expedience. In such event Both said Selections of Acquisition Offers are denied or unable to be obtained for whatsoever reason, it is the obligation of Client to continue to select (2) two new real properties until such Acquisition Offer is accepted.*

8. **Disclosures.**

- A. Hyland Realty LTD agrees to keep confidential all information which Client asks to be kept confidential by express request or instruction unless the Client permits such disclosure by subsequent word or conduct or such disclosure is required by law.
- B. Hyland Realty LTD may not knowingly give customers false information.
- C. In the event of a conflict between Hyland Realty LTD's expectations and responsibilities not to give Client false information and the expectation and responsibility to keep the confidences of the Client, the expectation and responsibility not to give Client false information shall prevail.
- D. Unless specified below, Hyland Realty LTD has no other known affiliations nor relationships with other parties that would conflict with any interests of Client (except that Hyland Realty LTD may represent other Clients in obtaining acquisitions of real properties).

# HYLAND REALTY LTD.

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## 9. Disclosure of Potentially Fraudulent Activities.

A. To help prevent fraud in real estate transactions. Client does hereby give Hyland Realty LTD permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:

- 1 Governmental officials, agencies and/ or authorities and/or
- 2 Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company (and/or their agents and representatives) could potentially be harmed if the activity was in fact fraudulent or illegal.

B. Client acknowledges that Hyland Realty LTD does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Client acknowledges that:

1. Activities which are fraudulent or illegal may be undetected by Hyland Realty LTD; and
2. Activities which are lawful and/or routine may be reported by Hyland Realty LTD as being suspicious, unusual or potentially illegal or fraudulent.

## 10. Hyland Realty LTD's Policy on Independent Contractors, Affiliates and Licensee's.

Unless Hyland Realty LTD indicates below that Hyland Realty LTD is not offering a specific independent contractor, affiliate or licensee relationship, relationships with the same offered by Hyland Realty LTD are but not limited to; General Contractors, Appraisers, Real Estate Brokers, Mortgage Bankers, Mortgage Brokers, Private Lenders and Title Companies. The relationship(s), if any, not offered by Hyland Realty LTD is/are the following: \_\_\_\_\_

11. Receipt of E-Mails, Faxes and Telephone Calls. Client's current e-mail address, telephone number, facsimile (Fax) number and street address are set forth below. Client acknowledges that when upon Hyland Realty LTD's Acquisition Offer submittal there are deadlines in which : (1) offers or counteroffers must be accepted; and (2) the various obligations set forth in the purchase and sale agreement must be fulfilled. Client therefore agrees: (1) to be available at the below referenced numbers and street address(es) to receive time sensitive information; and (2) to immediately update Hyland Realty LTD to comply with the terms set forth herein could have adverse legal and financial consequences. Client further agrees that during the term of this Agreement, and for an unspecified length of time thereafter, Hyland Realty LTD and companies and persons affiliated with Hyland Realty LTD shall have the right, but not the obligation, to conduct with Client at any of the above telephone numbers, email address(es) and/or street address(es) for marketing, advertising and other business purposes and Client expressly consents to the same.

# HYLAND REALTY LTD.

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12. **Notices.** Except as otherwise provided herein, all notices, including offers, counterparts, acceptances, amendments and demands, required or permitted shall be in writing, signed by the party giving the notice delivered either.

- A. in person
- B. by an overnight delivery service, prepaid;
- C. by facsimile transmission (FAX) to Hyland Realty LTD and Client at their respective FAX telephone numbers identified on the signature page of this Agreement (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same).
- D. by the United States Postal Service, postage prepaid, registered or certified return receipt requested; or

The parties agree that a faxed signature of a party constitutes an original signature binding upon that party. Notices shall be deemed to be given as of the date and time they are actually received, except for FAX notices which shall be deemed to have been given and received as of the date and time they are transmitted provided that the sending FAX produces a written confirmation showing the correct date and time of the transmission and the telephone number referenced herein to which the notice should have been sent. All notice requirements referenced herein shall be strictly construed. Any notice sent by FAX shall be sent to such other FAX number as the receiving party may from time to time specify by notice to the party the FAX.

13. **Early Termination.** Hyland Realty LTD or Client shall have the right to terminate this Agreement at anytime by giving the other party written notice; However, such a termination shall not limit Hyland Realty's right to collect any and all fees, deposits and/or down payments owed (whichever remaining amounts owed) as of the date of termination or to which Hyland Realty LTD is entitled to collect herein after the termination of this Agreement. It being expressly agreed that such rights shall survive the termination of this Agreement.

14. **Governing Law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of INDIANA.

16. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any part hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Client. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

# HYLAND REALTY LTD.


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Special Stipulations: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

**BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT: (1) CLIENT HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) CLIENT UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) CLIENT IS NOT SUBJECT TO ANY CURRENT AGREEMENTS WITH ANY OTHER ENTITIES.**

**RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY CLIENT.**

The above Agreement is hereby accepted, 2 o'clock pm on the 31<sup>st</sup> day of MARCH 2009.

  
Hyland Realty Authorized Signature

  
Client's Signature

ORVILLE W. ROWLEY JR  
Client Print

  
Client's Signature

CAROL T. ROWLEY  
Client Print

# HYLAND REALTY LTD.

1/13

## HYLAND REALTY LTD. EXCLUSIVE CLIENT AGREEMENT

It is Company policy, therefore mandated that before Buyer is represented as a client of Hyland Realty LTD, Buyer must first enter into a written agreement to ensure the proficiency of the following transaction(s).

For and in consideration of the mutual promises contained herein and other good and valuable consideration, KENTIKA WILLIAMS as buyer (hereinafter referred to as "Client") and GOT CHA BAK INC. as liaison and its affiliated licensees (hereinafter collectively referred to as "Hyland Realty LTD.") do hereby enter into this Agreement, this date of 01/13/09

### **1. Exclusive Buyer's Agreement.**

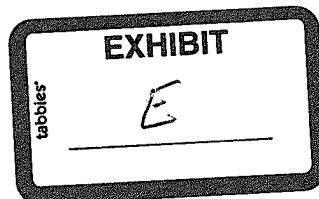
Client hereby selects Hyland Realty LTD. to act as Client's exclusive liaison and representative to assist Client in locating and negotiating the purchase or exchange of real property. Client has not entered into buyer agreement with any other parties or has terminated any previous buyer agreements and/or buyer brokerage agreements. The term of this Agreement shall begin on the date of 01/13/09 and shall continue through the date of 01/13/14, unless otherwise terminated in accordance with this Agreement.

### **2. Independent Contractor Relationship.**

This Agreement shall create an independent contractor relationship between Hyland Realty LTD and Client. Hyland Realty LTD shall at no time be considered an employee or Broker of Client.. Buyer acknowledges that the real estate licensees affiliated with Hyland Realty LTD are independent contractors of Hyland Realty LTD and/or separate entities apart from Hyland Realty LTD and are not Hyland Realty LTD employees.

### **3. Hyland Realty LTD's Expectations to Client. Hyland Realty LTD's sole responsibilities to Client shall be to:**

- A. diligently attempt to locate primarily Bank Owned property in the zip codes specified by Client for purchase
- B. Secure initial acquisition of real property and assist to the extent requested by Client in negotiating the financing terms of and filling out such applications, real estate purchase and sales agreements; and
- C. comply with all applicable laws in performing such responsibilities



# HYLAND REALTY LTD.

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#### 4. Client's Expectations. Client agrees to:

- A. work only with Hyland Realty LTD (and not with any other individuals, separate entities, real estate brokers, licensees or sellers) in identifying, previewing, and seeing property for purchase by Client.
- B. Be available to meet with Hyland Realty LTD specified affiliate and/or representative to see property
- C. Timely response to communications from Hyland Realty LTD
- D. Provide Hyland Realty LTD with accurate information as requested by Hyland Realty LTD (including financial information about Client; financial ability to complete the transaction and written authorization to obtain verification of funds)
- E. Inspect and otherwise become interested , any improvements located on such property and the neighborhood surrounding such property; and
- F. Become familiar with the terms of any purchase agreement and other documents which Client may sign and comply with the expectations, responsibilities and deadlines contained therein

#### 5. Consulting Fees.

Hyland Realty LTD shall seek to be paid a consulting fee from Client. [The sections not marked shall not be part of this Agreement].

☒ \$250. Application Fee (Single Applicant)

☐ \$375. Application Fee (Joint Applicants)

*\* Application fees activates the diligence pertinent to executing Acquisition procedures but not limited to: completing a full standard mortgage application, providing any and all financial documentation for the past 2 fiscal years including bank statements and check stubs, obtaining a full copy of current FICA Credit report, providing proof of funds prior to Hyland Realty LTD submitting Acquisition Offer.*

☒ \$1,500. Earnest Deposit (Real Property Market Value < \$250K)

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☒ (10) ten percent (%) **Down Payment** of identified loan amount and/or purchase price of real property.

☒ (100) one hundred percent (%) of negotiated pay off of real property secured by mortgage (Held by Private Lender).

☒ (100) one hundred percent (%) of purchase price of real property secured by **Down Payment and Proof of Funds.**

# HYLAND REALTY LTD.

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Of all real property in INDIANA which Hyland Realty LTD purchases or contracts to purchase during the term of this Agreement for Client whether or not the property has been identified to Hyland Realty LTD by Client. In addition, if Client opts to cancel this agreement for any foreseen and or unforeseen circumstances, Client shall forfeit any and all tender rendered to Hyland Realty LTD furthermore, Client will be subject to all costs and damages incurred to Hyland Realty LTD up to the Market Value of subject real property at such time.

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Client acknowledges and agrees that Hyland Realty LTD:

- A. may show property in which Client is interested to other prospective clients;
- B. shall not be responsible to advise Client on any matter including but not limited to: any matter which could have been revealed through a survey, title search or inspection of the property: the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of the utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing; and the uses and zoning of the property whether permitted or proposed. Client acknowledge that Hyland Realty LTD is not an expert company with the respect to the above matters and that, if any of these matters or any other matters are of concern to Client, Client should seek independent expert advice relative thereto. Client acknowledges that Hyland Realty LTD and /or its affiliates shall be solely responsible to monitor and/or supervise any portion of any construction or repairs to property and that such tasks shall only be conducted by Hyland Realty LTD and/or its affiliates.
- C. shall owe no expectations or responsibilities to Client nor have any authority on behalf of Client other than what is set forth in this Agreement;
- D. shall make all known disclosures required by law;
- E. shall not be responsible for insuring that Client complies with the responsibilities and deadlines contained in any purchase agreement entered into by Client and that Client shall be solely responsible for the same; and
- F. shall, under no circumstances, have any liability of the subject real estate property identified by Client and/or fees , deposits and/or any down payments paid hereunder to Hyland Realty LTD (excluding any commission amount paid to cooperating real estate broker, if any)

# HYLAND REALTY LTD.

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2. fees, deposits or down payments handled by anyone other than Hyland Realty LTD; or
3. any injury to persons on the property and/or loss of damage to the property or anything contained therein

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*\*Due to properties being Bank Owned, it is requested that clients select (2) two real properties prior to Hyland Realty LTD submitting its Acquisition Offer, to ensure expedience. In such event Both said Selections of Acquisition Offers are denied or unable to be obtained for whatsoever reason, it is the obligation of Client to continue to select (2) two new real properties until such Acquisition Offer is accepted.*

8. **Disclosures.**

- A. Hyland Realty LTD agrees to keep confidential all information which Client asks to be kept confidential by express request or instruction unless the Client permits such disclosure by subsequent word or conduct or such disclosure is required by law.
- B. Hyland Realty LTD may not knowingly give customers false information.
- C. In the event of a conflict between Hyland Realty LTD's expectations and responsibilities not to give Client false information and the expectation and responsibility to keep the confidences of the Client, the expectation and responsibility not to give Client false information shall prevail.
- D. Unless specified below, Hyland Realty LTD has no other known affiliations nor relationships with other parties that would conflict with any interests of Client (except that Hyland Realty LTD may represent other Clients in obtaining acquisitions of real properties).

# HYLAND REALTY LTD.

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## **9. Disclosure of Potentially Fraudulent Activities.**

A. To help prevent fraud in real estate transactions. Client does hereby give Hyland Realty LTD permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:

- 1 Governmental officials, agencies and/ or authorities and/or
- 2 Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company (and/or their agents and representatives) could potentially be harmed if the activity was in fact fraudulent or illegal.

B. Client acknowledges that Hyland Realty LTD does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Client acknowledges that:

1. Activities which are fraudulent or illegal may be undetected by Hyland Realty LTD; and
2. Activities which are lawful and/or routine may be reported by Hyland Realty LTD as being suspicious, unusual or potentially illegal or fraudulent.

## **10. Hyland Realty LTD's Policy on Independent Contractors, Affiliates and Licensee's.**

Unless Hyland Realty LTD indicates below that Hyland Realty LTD is not offering a specific independent contractor, affiliate or licensee relationship, relationships with the same offered by Hyland Realty LTD are but not limited to; General Contractors, Appraisers, Real Estate Brokers, Mortgage Bankers, Mortgage Brokers, Private Lenders and Title Companies. The relationship(s), if any, not offered by Hyland Realty LTD is/are the following: N/A

11. **Receipt of E-Mails, Faxes and Telephone Calls.** Client's current e-mail address, telephone number, facsimile (Fax) number and street address are set forth below. Client acknowledges that when upon Hyland Realty LTD's Acquisition Offer submittal there are deadlines in which : (1) offers or counteroffers must be accepted; and (2) the various obligations set forth in the purchase and sale agreement must be fulfilled. Client therefore agrees: (1) to be available at the below referenced numbers and street address(es) to receive time sensitive information; and (2) to immediately update Hyland Realty LTD to comply with the terms set forth herein could have adverse legal and financial consequences. Client further agrees that during the term of this Agreement, and for an unspecified length of time thereafter, Hyland Realty LTD and companies and persons affiliated with Hyland Realty LTD shall have the right, but not the obligation, to conduct with Client at any of the above telephone numbers, email address(es) and/or street address(es) for marketing, advertising and other business purposes and Client expressly consents to the same.

# HYLAND REALTY LTD.

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12. **Notices.** Except as otherwise provided herein, all notices, including offers, counterparts, acceptances, amendments and demands, required or permitted shall be in writing, signed by the party giving the notice delivered either.

- A. in person
- B. by an overnight delivery service, prepaid;
- C. by facsimile transmission (FAX) to Hyland Realty LTD and Client at their respective FAX telephone numbers identified on the signature page of this Agreement (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same).
- D. by the United States Postal Service, postage prepaid, registered or certified return receipt requested; or

The parties agree that a faxed signature of a party constitutes an original signature binding upon that party. Notices shall be deemed to be given as of the date and time they are actually received, except for FAX notices which shall be deemed to have been given and received as of the date and time they are transmitted provided that the sending FAX produces a written confirmation showing the correct date and time of the transmission and the telephone number referenced herein to which the notice should have been sent. All notice requirements referenced herein shall be strictly construed. Any notice sent by FAX shall be sent to such other FAX number as the receiving party may from time to time specify by notice to the party the FAX.

13. **Early Termination.** Hyland Realty LTD or Client shall have the right to terminate this Agreement at anytime by giving the other party written notice; However, such a termination shall not limit Hyland Realty's right to collect any and all fees, deposits and/or down payments owed (whichever remaining amounts owed) as of the date of termination or to which Hyland Realty LTD is entitled to collect herein after the termination of this Agreement. It being expressly agreed that such rights shall survive the termination of this Agreement.

14. **Governing Law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of INDIANA.

16. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any part hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Client. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

# HYLAND REALTY LTD.


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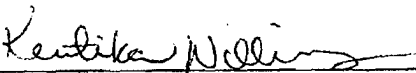
Special Stipulations: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

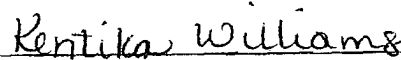
**BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT: (1) CLIENT HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) CLIENT UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) CLIENT IS NOT SUBJECT TO ANY CURRENT AGREEMENTS WITH ANY OTHER ENTITIES.**

**RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY CLIENT.**

The above Agreement is hereby accepted, 6 o'clock pm on the 13<sup>th</sup> day of JANUARY 2009.

  
\_\_\_\_\_  
Hyland Realty Authorized Signature

  
\_\_\_\_\_  
Client's Signature

  
\_\_\_\_\_  
Client Print

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Client Print

# FORESTAR

Financial Services Division

410

120 E MARKET ST.  
SUITE #1203  
INDIANAPOLIS, IN 46204

[forestar\\_financial@yahoo.com](mailto:forestar_financial@yahoo.com)

FAX 317-536-3628

## Mortgage Approval Letter

*This certifies that*

**KENTIKA WILLIAMS**

**Subject Property: 4842 ARABIAN RUN INDIANAPOLIS, IN 46228 or similar**

*Has been Pre-Approved for a Mortgage in the amount of*

**\$45,500.00**

*From FORESTAR FINANCIAL subject to the following conditions;*

1. No change in employment or income.
2. No change in credit history, i.e., new loans, judgments, etc.
3. Final inspection for completion and re-verification of appraised value on subject property.
4. Clean Title on subject property.
5. Additional Conditions:
6. **\$4,550. DOWN PAYMENT**

2008 W-2

Kentika Williams  
Signature

04/01/09  
Date

**DOMALE MOORE SR.  
ESCROW DEPARTMENT  
Bus: 317-529-4649**

Such funds availability shall expire upon the 1<sup>ST</sup> day of MAY 2009.

Forward any further and or new inquests of the same to: Attent: MAJIK MOORE  
CEO/CHAIRMAN 317-529-4649 or [forestar\\_financial@yahoo.com](mailto:forestar_financial@yahoo.com)

Sincerely,

Forestar®

FORESTAR FINANCIAL SERVICES  
P.O. BOX 24031, LAS VEGAS, NV 89101

**EXHIBIT**

tabbles

F

# HYLAND REALTY LTD.

## GOOD FAITH ESTIMATE

# COPY

120 East Market, Suite 1203  
Indianapolis, IN 46204  
APRIL 10, 2009

Program: **PRIVATE LENDING HOME BUYER**

New Owner: **KENTIKA WILLIAMS**

Property: **4842 ARABIAN RUN INDIANAPOLIS, IN 46228**

Prepared By: **HYLAND REALTY LTD.**

The following information provided reflects all costs to be incurred for said New Owner in the efforts to obtain possession of subject property. Such costs may be more or less depending on the seen or unforeseen events that may or may not occur during the development of transactions necessary for the purpose of taking acquisition of subject property and ensuring a successful transfer of possession to New Owner.

ITEMS PAYABLE BY NEW OWNER				COSTS
APPLICATION FEE				\$250.
EARNEST DEPOSIT				\$1,500.
DOWN PAYMENT				\$<4,550.>
RATE BY DOWN				\$0.00
SECURITY AGREEMENT				\$5,000.
CONTACTOR ESTIMATE				\$100.
WIRE TRANSFER FEE				\$20.
NOTARY FEES				\$55.
ATTORNEY FEES				\$55.
PRIVATE LENDER ESCROW LOC FEE				\$500.
DOCUMENT PREPARATION FEE				\$195.
HAZARD INSURANCE PREMIUM				\$0.00
PURCHASE PRICE PAYOFF				
1 <sup>ST</sup> YR. \$165,000.	2 <sup>ND</sup> YR. \$167,500.	3 <sup>RD</sup> YR. \$170,000.	4 <sup>TH</sup> YR. \$172,500.	5 <sup>TH</sup> YR. \$175,000.
TOTAL ESTIMATED FUNDS NEEDED TO CLOSE			TOTAL ESTIMATED MONTHLY PAYMENT	
ESTIMATED CLOSING COSTS: \$7,675.			HOMEOWNER ASSOCIATION DUES: \$0.00	
NOTE AMOUNT: \$45,500.			NOTE PAYMENT: \$516.87	
CASH TO NEW OWNER: \$0.00			PRIVATE LENDERS ENSURANCE: \$150.	
			PROPERTY TAXES: \$242.	
			TOTAL MONTHLY PAYMENT: \$666.87	
			TOTAL MONTHLY PAYMENT W/TAXES: \$908.87	

K.W.  
NEW OWNER INITIALS

Kentika Williams  
NEW OWNER SIGNATURE

EXHIBIT

G

HYLAND REALTY LTD.  
120 E MARKT ST. SUITE. 1203, INDIANAPOLIS, IN 46204

## AFFIDAVIT OF SERVICE – BY CERTIFIED MAIL

Judith A. Smith, Enforcement Coordinator, being duly sworn, states that she re-served the attached and foregoing **ADMINISTRATIVE COMPLAINT and CEASE AND DESIST AND ORDER TO SHOW CAUSE** upon the following by Certified Mail, Return Receipt Requested, and addressed as follows:

**#7145 2427 47      MAJIK MOORE a/k/a JUAN MOORE a/k/a  
MAJIK JUAN MOORE a/k/a DOMALE MOORE, SR.  
2015 Sharon Ave.  
Indianapolis, In 46222-2756**

**#7061 3566 96      GOT CHA BAK, INC. d/b/a AMERICAN  
CREDIT COUNSELING CORP.  
Suite 1203  
120 E. Market St.  
Indianapolis, In 46204-3250**

**#7061 3567 02      HYLAND REALTY LTD.  
c/o Majik Juan Moore  
Suite 1203  
120 E. Market St.  
Indianapolis, IN 46204-3250**

on this 7<sup>th</sup> day of August, 2009.

A copy was also hand-delivered to Matthew E. Dumas of the Division.

A handwritten signature in cursive script, reading "Judith A. Smith".

Affiant

MAJIK MOORE, ET AL.

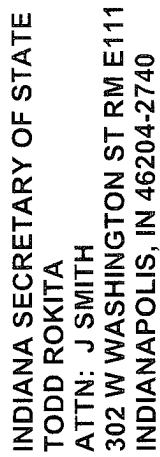


**Attention Carrier  
on Route #C007**

This piece is being  
monitored for Delivery  
and Scanning accuracy.

Non-Machinable  
Parcel

Attention: The styrofoam cube enclosed in this envelope is being included by the sender to meet a United States Postal Service regulation.





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# ELECTRONIC SCAN REQUIRED

<h1>FCM</h1>	<h2>USPS FIRST-CLASS MAIL®</h2>
<p>INDIANA SECRETARY OF STATE TODD ROKITA ATTN: J SMITH 302 W WASHINGTON ST RM E111 INDIANAPOLIS, IN 46204-2740</p> <p>SHIP TO: CHA BAK, INC. DBA AMERICAN CREDIT COUNSELING CORP. SUITE 1203 120 E MARKET ST <b>INDIANAPOLIS, IN 46204-3250</b></p> 	
e/ USPS SIGNATURE CONFIRM	
 9121 8052 1390 7061 3566 96	
Electronic Rate Approved #805213907	

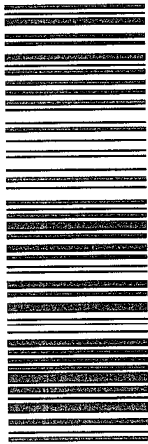
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**ELECTRONIC SCAN REQUIRED**

<b>FCM</b>	<b>USPS FIRST-CLASS MAIL®</b>
INDIANA SECRETARY OF STATE TODD ROKITA ATTN: J SMITH 302 W WASHINGTON ST RM E111 INDIANAPOLIS, IN 46204-2740	
SHIP TO: SHIPHYLAND REALTY LTD. TO: C/O MAJIK JUAN MOORE SUITE 1203 120 E MARKET ST INDIANAPOLIS, IN 46204-3250	
e/ USPS SIGNATURE CONFIRM	
	
9121 8052 1390 7061 3567 02	
Electronic Rate Approved #805213907	

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Non-Machinable  
Parcel

INDIANA SECRETARY OF STATE  
TODD ROKITA  
ATTN: J SMITH  
302 W WASHINGTON ST RM E111  
INDIANAPOLIS, IN 46204-2740

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